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MISCELLANEOUS CASES.

Negligence—Liability of Townships.—*Vail v. Town of Amenia*, 59 N.W. Rep. 1092 (N. Dak.). The common law fixes no implied obligation upon a *quasi* municipal corporation so as to make it liable for the negligence of its officers. Therefore in the absence of a statutory provision recovery cannot be had for injuries arising from defects in a bridge, which it was the duty of the township to keep in repair, for the town acts merely as the agent of the State.

Agreement not to Appeal.—*Johnson et al. v. Halley et al.*, 27 S. W. Rep. 750 (Tex.). When an independent executor, in consideration of a stay of execution or other agreement of benefit to the estate represented by him, agrees not to appeal from a judgment rendered against the estate, a subsequent appeal will for that reason be dismissed upon motion. The controversy is terminated by the agreement.

Homestead—Extent of Right—Rights of Widow.—*Pratt v. Pratt*, 37 N. E. Rep. 435. A householder who has acquired right of homestead in premises owned by him, where it is a single house, has right of homestead in entire house even though he allows his son to live in a portion of it. Where homestead right exists at death of householder, where there is a statute that it shall continue for benefit of widow, the husband cannot affect the widow's estate by will. If widow entitled to homestead left premises with intention of returning the day after husband's funeral, and continued absent therefrom, she is not deprived of her homestead.

Monopolies—Contracts in Restraint of Interstate Commerce.—*United States v. E. C. Knight Co. et al.*, 60 Fed. Rep. 934. This was a bill in equity filed by United States against the E. C. Knight Company, and other sugar companies to have cancelled and declared void certain contracts made by the American Sugar Refining Company, with the other defendants, as being the result of a combination or conspiracy to monopolize or restrain interstate and foreign commerce. The sections of the act of Congress upon which the bill is founded relate respectively to restraint of trade and to monopoly, but as to both, with respect only to trade or commerce among the several States or with foreign nations. It was held that the purchase of stock of sugar refineries for the purpose of acquiring control of the business of refining or selling sugar in the United States, does not involve monopoly, or restraint of interstate or foreign commerce, within the meaning of the act of July 2, 1890.